

Exhibit 28

GENERAL ASSIGNMENT AND BILL OF SALE

THIS GENERAL ASSIGNMENT AND BILL OF SALE is entered into this 2nd day of October, 2009, by and between AAC Acquisitions, LLC, a Delaware limited liability company ("**Buyer**"), and Advanced Armament Corp., a Georgia corporation ("**Seller**").

WHEREAS, Buyer and Seller have entered into an Asset Purchase Agreement, dated as of October 2, 2009 (the "**Asset Purchase Agreement**"; capitalized terms not defined herein shall have the meanings ascribed to them in the Asset Purchase Agreement), pursuant to which Seller has agreed to sell, transfer, convey, assign and deliver to Buyer, and Buyer has agreed to purchase from Seller, substantially all of the assets used or held for use by Seller in connection with the conduct of the Business, and Buyer has agreed, in partial consideration therefor, to assume certain obligations in connection therewith by executing an Assumption Agreement of even date herewith;

WHEREAS, Seller desires to transfer and assign to Buyer the assets described below pursuant to Section 1.7(b) of the Asset Purchase Agreement and Buyer desires to accept the sale, transfer, conveyance, assignment and delivery thereof;

NOW, THEREFORE, for and in consideration of the mutual covenants contained herein and other good and valuable consideration the receipt and sufficiency of which are hereby acknowledged, Seller hereby irrevocably sells, transfers, conveys, assigns and delivers to Buyer all of Seller's right, title and interest in, to and under the Purchased Assets, as the same shall exist on the date hereof, TO HAVE AND TO HOLD the same unto Buyer, its successors and assigns, forever.

Buyer hereby accepts the sale, transfer, conveyance, assignment and delivery of the Purchased Assets.

At any time or from time to time after the date hereof, at Buyer's request and without further consideration, Seller shall execute and deliver to Buyer such other instruments of sale, transfer, conveyance, assignment and confirmation, provide such materials and information and take such other actions as Buyer may reasonably deem necessary or desirable in order more effectively to transfer, convey and assign to Buyer, and to confirm Buyer's title to, all of the Purchased Assets, and, to the full extent permitted by Law, to put Buyer in actual possession and operating control of the Purchased Assets and to assist Buyer in exercising all rights with respect thereto.

Seller hereby constitutes and appoints Buyer the true and lawful attorney of Seller, with full power of substitution, in the name of Seller or Buyer, but on behalf of and for the benefit of Buyer: (i) to demand and receive from time to time any and all of the Purchased Assets and to make endorsements and give receipts and releases for and in respect of the same and any part thereof; (ii) to institute, prosecute, compromise and settle any and all Proceedings that Buyer may deem proper in order to collect, assert or enforce any claim, right or title of any kind in or to the Purchased Assets; (iii) to defend or compromise any or all Proceedings in respect of any of the Purchased Assets; and (iv)

to do all such acts and things in relation to the matters set forth in the preceding clauses (i) through (iii) as Buyer shall deem desirable. Seller hereby acknowledges that the appointment hereby made and the powers hereby granted are coupled with an interest and are not and shall not be revocable by it in any manner or for any reason. Buyer shall indemnify and hold harmless Seller and its officers, directors, employees, agents and Affiliates from any and all losses caused by or arising out of any breach of law by Buyer in its exercise of the aforesaid powers.


This General Assignment and Bill of Sale may be executed in any number of counterparts, each of which will be deemed an original, but all of which together will constitute one and the same instrument.

This General Assignment and Bill of Sale shall be governed by and construed in accordance with the laws of the State of New York applicable to a contract executed and performed in such State without giving effect to the conflicts of laws principles thereof, except that if it is necessary in any other jurisdiction to have the law of such other jurisdiction govern this General Assignment and Bill of Sale in order for this General Assignment and Bill of Sale to be effective in any respect, then the laws of such other jurisdiction shall govern this General Assignment and Bill of Sale to such extent.

IN WITNESS WHEREOF, the undersigned have caused their duly authorized officers to execute this General Assignment and Bill of Sale on the day and year first above written.

AAC Acquisitions, LLC

By:


Name: Stephen P. Jackson, Jr.
Title: CEO

Advanced Armament Corp.

By:

Name:
Title:

IN WITNESS WHEREOF, the undersigned have caused their duly authorized officers to execute this General Assignment and Bill of Sale on the day and year first above written.

AAC Acquisitions, LLC

By: _____

Name:

Title:

Advanced Armament Corp.

By: _____

Name: Kevin Brittingham

Title: Chief Executive Officer

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